

## **EXHIBIT C**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ADELPHIA COMMUNICATIONS  
CORPORATION, et al.,

Defendants.

02 Civ. 5776 (PKC)

**CONSENT OF DEFENDANT ADELPHIA  
COMMUNICATIONS CORPORATION**

1. Defendant Adelphia Communications Corporation ("Defendant") acknowledges having been served with the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Section 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)] Sections 10(b), 13(a), 13(b)(2)(A) and 13(b)(2)(B) of the of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78j(b), 78m(a), 78m(b)(2)(A) and 78m(b)(2)(B)] and Rules 10b-5, 12b-20, 13a-1, and

13a-13 [17 C.F.R. §§ 240.10b-5, 240.12b-20, 240.13a-1, and 240.13a-13]  
thereunder;

- (b) does not impose disgorgement or civil penalties, on condition that Defendant make payment of \$715 million to a victim restitution fund in accordance with the a non-prosecution agreement dated \_\_\_\_\_ between Defendant and the United States Attorneys Office for the Southern District of New York.

3. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

6. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

7. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

8. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission,

within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

9. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

10. Defendant understands and agrees to comply with the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance with this policy, Defendant agrees: (i) not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or

creating the impression that the complaint is without factual basis; and (ii) that upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint. If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

11. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to pursue reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

12. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to

personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

13. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Adelphia Communications Corporation

Dated: 4/25/05

Brad M. Sonnenberg

By: Brad Sonnenberg - Executive Vice President

On April 25, 2005, Brad Sonnenberg, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

Sonja S. Gillio

Notary Public

Commission expires:

SONJA S. GILLIO  
Notary Public, State of New York  
No. 01GI4833170  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires April 30, 2007

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ADELPHIA COMMUNICATIONS  
CORPORATION et al.,

Defendants.

02 Civ. 5776 (PKC)

**FINAL JUDGMENT AS TO DEFENDANT  
ADELPHIA COMMUNICATIONS CORPORATION**

The Securities and Exchange Commission ("Commission") having filed a Complaint and Defendant Adelphia Communications Corporation ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

**I.**

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise, are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and

Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

## II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise, are permanently restrained and enjoined from violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)] in the offer or sale of any security by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly:

- (a) to employ any device, scheme, or artifice to defraud;
  - (b) to obtain money or property by means of any untrue statement of a material fact or any omission of a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;
- or



- (c) to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

### III.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant, Defendant's agents, servants, employees, attorneys, assigns, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise, are permanently restrained and enjoined from violating Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, and 13a-13 promulgated thereunder, by failing to file with the Commission factually accurate annual and quarterly reports and by failing to include in a statement or report such further material information as may be necessary to make the required statements, in light of the circumstances under which they are made not misleading.

### IV.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant, Defendant's agents, servants, employees, attorneys, assigns, and all persons in active concert or participation with them who receive actual notice of this Partial Final Judgment by personal service or otherwise, are permanently restrained and enjoined from violating Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act by: (a) knowingly circumventing or knowingly failing to implement a system of internal accounting controls or knowingly falsifying any book, record or account described in Exchange Act Section 13(b)(2), and (b) directly or indirectly, falsifying or causing to be falsified, its books and records.

V.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Court does not impose upon Defendant disgorgement or a civil money penalty, on condition that Defendant make payment of \$715 million to a victim restitution fund in accordance with the a non-prosecution agreement dated \_\_\_\_\_ between Defendant and the United States Attorneys Office for the Southern District of New York (Appended hereto).

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: \_\_\_\_\_, \_\_\_\_\_

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UNITED STATES DISTRICT JUDGE

## **EXHIBIT D**

**ADELPHIA-RIGAS**

**SETTLEMENT AGREEMENT**

This Settlement Agreement (the “**Agreement**”) is entered into this \_\_\_th day of April 2005, by and between Adelphia Communications Corporation and all of its subsidiaries (collectively, “**Adelphia**”), on the one hand, and John J. Rigas, Doris Rigas, Michael J. Rigas, Timothy J. Rigas, James P. Rigas, Ellen Rigas Venetis and individuals and entities listed on **Exhibit A** hereto (collectively referred to as the “**Rigas Family**”) and Peter L. Venetis, on the other hand. Adelphia, the Rigas Family and Peter L. Venetis are collectively referred to herein as the “**Parties**.”

**Background**

Adelphia is a debtor-in-possession in bankruptcy proceedings whose case is being jointly administered under the case entitled *In re Adelphia Communications Corporation, et al.*, Case No. 02-41729 (REG) in the United States Bankruptcy Court for the Southern District of New York (“**Bankruptcy Court**”).

Adelphia owns and operates a large group of cable television systems and manages other cable television systems, owned by the Rigas Family. The Rigas Family-owned cable television systems (other than Coudersport Television Cable Co. (“**Coudersport**”) and Bucktail Broadcasting Corp. (“**Bucktail**”)) are hereinafter referred to as the “**Forfeited Managed Entities**” and described on **Exhibit C** hereto. Certain of the “**Other Forfeited Entities**” described on **Exhibit C** hereto are direct or indirect legal owners of the Forfeited Managed Entities and/or are the owners of securities issued by Adelphia.

Certain subsidiaries of Adelphia, Coudersport, Bucktail, certain of the Forfeited Managed Entities and certain of the Other Forfeited Entities entered into co-borrowing facilities, which are collectively referred to herein as the “**Co-Borrowing Facilities**” (approximately \$4.6 billion outstanding). The lenders collectively are referred to herein as the “**Co-Borrowing Lenders**,” and borrowing under the Co-Borrowing Facilities is referred to herein as “**Co-Borrowing Debt**.”

On July 24, 2002, Adelphia commenced an adversary proceeding in the Bankruptcy Court against, among others, many of the persons and entities that constitute the Forfeited Managed Entities, the Other Forfeited Entities and the Rigas Family alleging, among other claims, unjust enrichment, violations of the RICO Act, securities fraud, breach of fiduciary duty and breach of contract. This adversary proceeding is entitled *Adelphia Communications Corp. v. Rigas, et al.*, Adv. Pro. No. 02-08051 (the “**Civil Action**”). On August 26, 2002 and November 26, 2002, the Bankruptcy Court entered orders restraining certain members of the Rigas Family from disposing of assets (the “**TROs**”). On August 20, 2004, Adelphia filed in the Civil Action a motion for summary judgment against certain members of the Rigas Family, the Forfeited Managed Entities and the Other Forfeited Entities seeking a judgment in the amount of \$3.2 billion and entry of a constructive trust. On February 2, 2005, Adelphia commenced a second adversary proceeding in the Bankruptcy Court entitled *Adelphia Communications Corp. v. Rigas, et al.*, Adv. Pro. No. 05-01101, against certain members of the Rigas Family seeking to resolve disputes regarding the ownership of certain real estate (the “**Real Estate Action**”).

On June 24, 2002, the Securities and Exchange Commission (the “**SEC**”) commenced a civil enforcement action in the United States District Court for the Southern District of New York (the “**Court**”) against, among others, Adelphia and John J. Rigas, Timothy

J. Rigas, Michael J. Rigas and James J. Rigas pending at No. 02-CV-5776 (the "**SEC Action**"). Simultaneously herewith, the Government and the SEC have entered into an agreement with Adelphia providing, among other things, for the non-prosecution of potential criminal claims upon the satisfaction of certain conditions set forth therein (the "**Government/Adelphia Settlement Agreement**").

On July 30, 2003, a Superseding Indictment (the "**Indictment**") was returned against, among others, John J. Rigas, Timothy J. Rigas and Michael J. Rigas in twenty-three counts relating to events and transactions involving Adelphia, the Forfeited Managed Entities and the Other Forfeited Entities. On July 8, 2004, the jury in the case entitled *United States of America v. John J. Rigas, et al.*, (S1) 02 CR 1236 (LBS), found John J. Rigas and Timothy J. Rigas guilty on Counts One (Conspiracy to Commit Securities Fraud, False Statements in SEC Filings, and Bank Fraud), Two through Sixteen (Securities Fraud), and Twenty-Two and Twenty-Three (Bank Fraud), and not guilty on Counts Seventeen through Twenty-One (Wire Fraud). Additionally, the same jury found Michael J. Rigas not guilty on Counts One (Conspiracy to Commit Securities Fraud, False Statements in SEC Filings, False Books and Records, Wire Fraud and Bank Fraud) and Seventeen through Twenty-One (Wire Fraud), and was unable to agree as to the remaining counts.

On December 10, 2004, the Government filed an Application for Preliminary Orders of Forfeiture against John J. Rigas and Timothy J. Rigas pursuant to Federal Rule of Criminal Procedure 32.2 (the "**Forfeiture Application**"). Simultaneously herewith, the Government and the SEC have entered into an agreement with the Rigas Family providing for the settlement of all monetary claims upon the satisfaction of certain conditions set forth therein (the "**Rigas/Government Settlement Agreement**").

In connection with entering into the Rigas/Government Settlement Agreement, the Government has required that John J. Rigas and Timothy J. Rigas must forfeit all their material interests in property. Therefore, and in consideration of the voluntary forfeiture of interests by other members of the Rigas Family for the benefit of John J. Rigas and Timothy J. Rigas, the Rigas Family has agreed among themselves that the ownership interests of John J. Rigas and Timothy J. Rigas in any assets not forfeited to the Government shall be transferred to, in whole or in part, or for the benefit of, the various members of the Rigas Family.

The Parties desire to achieve an amicable resolution and believe that settlement at this time is in the best interest of all constituents. No Party to this Agreement shall take any punitive action solely intended to cause injury to another Party.

In entering into this settlement none of the Parties makes any legal or factual concession or admission with respect to their various charges, claims or defenses.

**NOW, THEREFORE**, in consideration of the Background (which is incorporated herein and made a part hereof), the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Transfer to Adelphia of Certain Forfeited Assets**

1. Upon the terms and subject to the conditions set forth in the Rigas/Government Settlement Agreement as in effect on the date hereof and without giving effect to any subsequent amendments thereto, the Rigas Family will be forfeiting certain assets to the Government (the "**Forfeited Assets**"). Upon the terms and subject to the conditions set forth in the Government/Adelphia Settlement Agreement, the Government shall transfer to Adelphia the cable systems owned by the entities listed on **Exhibit C** and the other Forfeited Assets (other than certain real property assets listed on **Exhibit E** to the Rigas/Government Settlement



Agreement to be retained by the Government). With respect to the forfeiture of the entities listed on **Exhibit C**, the Rigas Family shall make such elections under Section 338(h)(10) (for any entity listed on **Exhibit C** that is a Subchapter S corporation) and Section 754 (for any entity listed on **Exhibit C** that is taxed as a partnership) of the Internal Revenue Code with respect to any of the entities listed on **Exhibit C** as shall be requested by Adelphia provided there is no material adverse economic consequence to the Rigas Family. Following such time as the entities listed on **Exhibit C** are acquired by Adelphia, Adelphia shall not amend tax returns of the entities listed on **Exhibit C** filed after 2001 in the form prepared by Adelphia as manager, or file new tax returns for the entities listed on **Exhibit C** for any period prior to the Forfeiture Date (as hereinafter defined), (the “**Subject Tax Returns**”) for the sole purpose of increasing the taxes of the Rigas Family. Adelphia shall provide copies of any proposed Subject Tax Returns to the Rigas Representative (as hereinafter defined) at least 30 days prior to the proposed filing date of the Subject Tax Returns.

#### **Retention of Assets Not Otherwise Forfeited to the Government**

2. All assets or interests in assets owned by any person or entity included in the Rigas Family and both (a) not a Forfeited Asset, and (b) the existence of which does not constitute a breach of any representation or warranty by any member of the Rigas Family contained in Paragraph 3 of this Agreement, shall be retained free and clear of any and all claims, liens, interests or encumbrances of Adelphia and any other person, entity or committee asserting claims through or on behalf of Adelphia. This Paragraph shall not apply to the Excluded Parties. The “**Excluded Parties**” means John J. Rigas, Timothy J. Rigas and Michael J. Rigas; provided however, that Michael J. Rigas shall cease to be an Excluded Party at such time as, and if, all currently pending criminal proceedings against Michael J. Rigas are resolved

without a felony conviction on a charge involving fraud or false statements (other than false statements to the Government or the SEC).

3. Each of John J. Rigas and Timothy J. Rigas represents and warrants to Adelphia that his statements of assets and liabilities provided to the United States Probation Department in connection with the case of *United States of America v. John J. Rigas, et al.*, copies of which have been delivered to Adelphia, are true and correct as of the date thereof and he has not acquired any additional assets that would result in a material increase in his net assets since such date. Each of Michael J. Rigas and James P. Rigas represents and warrants to Adelphia that the discovery provided by him to disclose his assets in connection with the Civil Action is true and correct as of the date thereof and he has not acquired any additional assets that would result in a material increase in his net assets since such date. The assets retained by the Rigas Family include but are not limited to Coudersport and Bucktail and the cable television franchises related to Coudersport or Bucktail which Adelphia represents and warrants are as described on **Exhibit G** hereto.

4. The Rigas Family represents, warrants, covenants and agrees that there have been no material transfers of any assets outside of the Rigas Family other than as approved by the Bankruptcy Court with respect to real estate since August 26, 2002 and with respect to all other assets since November 26, 2002. From the date hereof through the date the consent order of forfeiture is entered (the "**Forfeiture Date**"), and with respect to property number 43 on Exhibit E until 6 months from the Forfeiture Date, the Rigas Family shall with respect to the Forfeited Assets, comply with all applicable law, rules, and regulations; maintain the Forfeited Assets in their current condition, ordinary wear and tear excepted; and direct Adelphia in its capacity as manager to operate the cable systems owned by the Forfeited Managed Entities in the ordinary

course, consistent with past practices. The Rigas Family has provided a list of all liens and/or encumbrances on the property listed on **Exhibit E** as being transferred to Adelphia which to the best of their knowledge and belief is true and complete. Adelphia represents, warrants, covenants and agrees that since June 25, 2002, except (x) as expressly consented to in writing by a member of the Rigas Family, or (y) in the ordinary course of operating the business of Coudersport or Bucktail, Adelphia has not, and from the date hereof until the termination of the Interim Management Period, Adelphia will not, transfer, convey, assign or distribute to any other entity owned by Adelphia any of the assets of Coudersport or Bucktail. From the date hereof until the termination of the Interim Management Period, Adelphia, in its capacity as manager, shall operate Coudersport and Bucktail in the ordinary course of business, consistent with past practice.

5. Adelphia shall, subject to the limitations on its liability set forth in this Paragraph, hold (a) Coudersport and Bucktail and (b) to the extent such claim would result in a lien on the equity of Coudersport or Bucktail, the Rigas Family (other than the Excluded Parties), harmless from any claims asserted by the Co-Borrowing Lenders with respect to the Co-Borrowing Debt. If the Co-Borrowing Lenders exercise a remedy against Coudersport or Bucktail, or against the equity in Coudersport or Bucktail, then Adelphia shall offer to the Co-Borrowing Lenders a payment equal to the lesser of (1) such lenders' claim or (2) Adelphia's maximum liability under this Paragraph (the "**Release Payment**") in full and complete satisfaction of such lenders' claim. Adelphia shall not make the Release Payment to the Co-Borrowing Lenders unless the Co-Borrowing Lenders: (i) agree that the Release Payment shall be permanently in lieu of all remedies that the Co-Borrowing Lenders may have against Coudersport, Bucktail, and the owners of Coudersport and Bucktail, and (ii) grant Coudersport, Bucktail and the Rigas Family

with respect to the equity in Coudersport and Bucktail a release from the underlying Co-Borrowing Debt. If such payment is rejected by the Co-Borrowing Lenders, then Adelphia shall promptly make the Release Payment to the owners of Coudersport and Bucktail. The Release Payment, if made, shall constitute a full and complete discharge of Adelphia's obligations under this Paragraph. The aggregate liability of Adelphia pursuant to this Paragraph shall not exceed the fair market value of Coudersport and Bucktail (excluding their obligations with respect to the Co-Borrowing Debt) to a third party purchaser of just Coudersport and Bucktail as determined by the Bankruptcy Court without regard to the provisions of this Agreement. The date as of which the valuation will be made will be the date on which the Co-Borrowing Lenders seek to exercise their remedies or such other date as determined by the Bankruptcy Court. The provisions of this Paragraph may not be used by the Co-Borrowing Lenders as a basis for obtaining a greater recovery against Adelphia than would be obtained in the absence of this Agreement, nor can this Agreement be used by Adelphia as a defense or set-off for any liability that Adelphia may have to Co-Borrowing Lenders. Adelphia shall file a motion with the Bankruptcy Court seeking an injunction pursuant to Section 105 of the Bankruptcy Code enjoining the Co-Borrowing Lenders from pursuing remedies against Coudersport and Bucktail prior to confirmation of Adelphia's plan of reorganization. Adelphia shall not dispute any claim by a Co-Borrowing Lender with respect to Co-Borrowing Debt on the grounds that such Co-Borrowing Debt is properly allocable to any member of the Rigas Family. Adelphia shall not seek contribution from the Rigas Family for any amounts paid pursuant to its plan of reorganization, or otherwise, with respect to the Co-Borrowing Debt, by virtue of the Rigas Family (or any of them) having been co-obligors on such debts.

6. Within 90 days of the execution of this Agreement, Adelphia, in its capacity as manager of Coudersport and Bucktail shall deliver to a representative of the Rigas Family designated in writing to Adelphia (the "**Rigas Representative**") a statement setting forth the amount of the Current Assets less the Current Operating Liabilities of Coudersport and Bucktail as of March 31, 2005 (the "**Working Capital**"). For purposes of this Agreement, "**Current Operating Liabilities**" means all current obligations of Coudersport and Bucktail arising out of the day-to-day operation of the cable systems of Coudersport and Bucktail, to the extent such obligations would be set forth on a balance sheet of such entities prepared as of such date in accordance with generally accepted accounting principles; provided, however, that Current Operating Liabilities shall not include: (v) the Co-Borrowing Debt or any interest thereon, (w) obligations to indemnify, reimburse, advance expenses or hold harmless any officer, director or employee, (x) claims relating to fraud, misrepresentation, or similar actions arising on or prior to June 25, 2002, and (y) performance obligations related to the period after March 31, 2005 under contracts not in default. For purposes of this Agreement, "**Current Assets**" means the sum of: (A) the cash on hand, plus (B) accounts receivable of Coudersport and Bucktail, no part of which (other than an amount of \$10 or less) is more than 90 days past due from the first day of the month to which the bill for such receivable relates, other than any accounts receivable from Adelphia, which are waived and released, plus (C) the prepaid expenses of which Coudersport and Bucktail can reasonably expect to realize the benefit. All cash collected by Adelphia as manager on behalf of Coudersport and Bucktail during the month of March 2005, to the extent not used to satisfy operating liabilities of Coudersport or Bucktail, shall be paid to Coudersport and Bucktail promptly following the Forfeiture Date. All cash collected by Adelphia as manager

on behalf of Coudersport or Bucktail on or after April 1, 2005 shall be governed by Paragraph 13.

7. Except as otherwise provided herein, Coudersport and Bucktail shall retain all assets owned by them, including but not limited to real estate, equipment, books and records, franchises, pole agreements, easements, fiber, cable, circuits, digital advertising insertion equipment, inventory and vehicles (the "**Retained Cable Assets**"), from and after the Forfeiture Date, free and clear of any claims, liens, interests or encumbrances of Adelphia or any other person, entity or committee asserting claims through or on behalf of Adelphia. The Rigas Family acknowledges that after the conclusion of the Interim Management Period (as hereinafter defined), they will need to replace the Services (as defined in Paragraph 13) in order to be able to operate Coudersport and Bucktail as stand-alone entities. Adelphia shall transfer to Coudersport and Bucktail (a) promptly following the Forfeiture Date, the Coudersport headend, which shall be upgraded by Adelphia following such date to the extent necessary so that the headend is capable of receiving third party television programming feed and connecting to a third party high speed data gateway to provide the same video and data services as was provided as of April 1, 2005 to the subscribers of Coudersport and Bucktail; provided, however, that Adelphia shall not be obligated to expend more than \$100,000 on such upgrade; and (b) other assets as provided in the next Paragraph of this Agreement. Nothing contained in this Agreement shall require Adelphia to transfer any other assets to Coudersport or Bucktail that are owned by Adelphia. On the date of this Agreement, all management agreements, arrangements and understanding relating to Adelphia's management and operation of Coudersport and Bucktail shall terminate, and Adelphia shall continue the management of Coudersport and Bucktail as provided below under the heading "**Interim Management.**" Within 45 days after the date of this Agreement,

Adelphia shall deliver to the Rigas Representative a list of substantially all current subscribers of Coudersport and Bucktail (together with such subscriber information as is maintained in the ordinary course of business and is readily available) together with whatever print-out may be readily obtained from the third party billing system as to the discounts offered.

8. To the extent that any property (other than Principally C&B Property) used in connection with Adelphia's business (including the business of the Forfeited Managed Entities) is owned directly or indirectly by a member of the Rigas Family, then from and after the Forfeiture Date the Rigas Family shall promptly convey to Adelphia title to such property or otherwise cooperate with Adelphia in any reasonable arrangement to convey such property to Adelphia (including forfeiture to the Government). Each member of the Rigas Family shall, within 5 business days of the date hereof, deliver a durable power of attorney in favor of James P. Rigas or a mutually acceptable substitute to implement the provisions of this Paragraph.

**"Principally C&B Property"** means property that as of April 1, 2005 was primarily used in the cable business of Coudersport or Bucktail; for the avoidance of doubt, Principally C&B Property shall not include assets used for centralized services provided by Adelphia to its cable systems generally. From and after the Forfeiture Date, Adelphia shall promptly convey to Coudersport or Bucktail, as the case may be, title to any Principally C&B Property owned by Adelphia.

#### **Legal Defense Fund**

9. No later than 5 business days following written notice of the occurrence of the Forfeiture Date, Adelphia shall pay, by wire transfer, the sum of \$11,500,000 to Dilworth Paxson LLP to be held in an interest bearing account, as escrow agent ("**Escrow Agent**") under this Agreement (the "**Legal Defense Fund**").

10. The Escrow Agent shall be immediately authorized and empowered to disburse, and shall disburse, from the Legal Defense Fund an amount sufficient to pay the obligations to professionals retained by the Rigas Family as set forth on **Exhibit H** hereto.

11. The Escrow Agent is authorized and directed to disburse to the Rigas Family (as they may direct in writing) amounts on deposit in the Legal Defense Fund to pay documented, third-party civil and criminal defense costs of the Rigas Family approved by an Assistant U.S. Attorney designated by the Government who is not assigned to any criminal prosecution related to the conduct alleged in the Indictment. Such approval will be granted for all reasonable, documented, third-party criminal and civil defense costs, including for reimbursement to the Rigas Family for documented criminal and civil defense costs previously paid by the Rigas Family up to a maximum of \$1.25 million.

12. None of the Parties hereto shall oppose payment by the insurers to any Party hereto of defense costs under that certain Directors and Officers Liability Insurance Policy (the "**Policy**"), as the insurers may agree or as may be ordered by the United States District Court for the Eastern District of Pennsylvania in the case commenced there by the insurers. Notwithstanding any provision in this Agreement, nothing herein shall limit any Party's rights to dispute any payment under the Policy other than for defense costs.

#### **Interim Management**

13. From the date of this Agreement through and including December 31, 2005, Adelphia shall continue to provide management services and technical and operational support, consistent with past practice (the "**Services**"), to Coudersport and Bucktail (the "**Interim Management Period**"). Coudersport and Bucktail shall have the right to terminate the Interim



Management Period at any time upon 30 days prior written notice to Adelphia. With respect to the period from April 1, 2005 through the termination of the Interim Management Period: (a) Adelphia shall be entitled to charge and collect from Coudersport and Bucktail a management fee equal to five percent (5%) of gross operating revenues measured on an accrual basis each month, but shall not charge or collect any other charges, allocations or assessments (including but not limited to corporate overhead expense allocation, management fee allocations, HSD overhead allocation, regional expense allocations, restructuring and bankruptcy allocations, auditing and restatement allocations, litigation expenses and the like); (b) Coudersport and Bucktail shall pay all ordinary course operating expenses (but specifically excluding any interest, fees or charges relating to the Co-Borrowing Debt) as they come due including litigation expenses relating to Coudersport and Bucktail, call center expense allocation and media services expense allocation, and to the extent that Adelphia incurs expenses on behalf of Coudersport or Bucktail that Coudersport and Bucktail would have incurred directly were they not being managed by Adelphia, such as programming (with any discounts consistent with the practices as of April 1, 2005), insurance, or purchases of other goods or services, then Adelphia shall be reimbursed from the gross operating revenues of Coudersport and Bucktail for such expenses; nothing contained in this Agreement shall require Adelphia to expend its own funds on behalf of Coudersport or Bucktail or to include Coudersport or Bucktail in any new services provided by Adelphia generally to its cable systems; (c) Adelphia shall not make capital expenditures on behalf of Coudersport and Bucktail (other than capitalizable expenses associated with the connection of a new customer and customer premises equipment and any expenditure less than \$10,000), or raise or lower rates, unless such capital expenditures or rate changes are authorized in writing by the Rigas Representative; and (d) Adelphia shall transfer, as directed by the Rigas

Representative, all cash receipts in excess of the sum of (i) the amounts paid pursuant to subparagraphs (a), (b) and (c) hereof for each calendar month and (ii) reasonable reserves for cash expenditures in the succeeding month, on or before the 20th day following the end of the calendar month, with the first such payment to be made within 20 days of the end of the first calendar month following the Forfeiture Date. The first such payment shall include payments for each calendar month commencing with April 2005. During the Interim Management Period, Adelphia shall provide the Rigas Representative with a Monthly Regional Operating Package regarding Coudersport and Bucktail consistent with past practice.

14. Within 45 days of the date of this Agreement, Adelphia shall provide to the Rigas Representative a list of all employees of Adelphia at or below the level of Director whose principal job function is to provide services for Coudersport or Bucktail (the “**Designated Employees**”). On or prior to termination of the Interim Management Period, Coudersport or Bucktail shall offer employment to each Designated Employee on terms and conditions that, in the aggregate, are no less favorable to such Designated Employee (other than any Designated Employee expressly excluded by written notice to Adelphia received by July 1, 2005) than their terms of employment with Adelphia. Adelphia shall have no liability to the extent that any Designated Employee declines employment with Coudersport or Bucktail. Upon the conclusion of the Interim Management Period, Coudersport and Bucktail shall not have the right to use any trademarks or tradenames of Adelphia (including the name “Adelphia” and variations thereof); notwithstanding the foregoing, Coudersport and Bucktail shall have a license to use signage for six months following the termination of the Interim Management Period, and shall not be obligated to replace any installed customer premises equipment.

15. From and after the commencement of the Interim Management Period, Adelphia shall reasonably cooperate and communicate directly with designated representatives of the Rigas Family regarding transition matters necessary for an orderly transition of Coudersport and Bucktail; provided that Adelphia shall not be required to expend any funds on behalf of Coudersport or Bucktail.

16. Adelphia undertakes and shall be responsible to perform the Services and other obligations under the heading "Interim Management," and no implied covenants or obligations related thereto shall be read into this Agreement or be enforceable against Adelphia. Adelphia shall be liable only for its gross negligence, bad faith or willful misconduct. Adelphia may execute any of the obligations hereof and perform its duties hereunder directly or through other agents or attorneys. Adelphia shall perform all Services and other obligations under the heading "Interim Management" as an independent contractor, and nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties to this Agreement or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party. Coudersport and Bucktail shall indemnify and fully defend, save and hold Adelphia and its affiliates and agents harmless if Adelphia or any of its affiliates or agents shall at any time or from time to time suffer any damage, liability, loss, cost, expense (including all reasonable attorneys' fees), claim or cause of action (collectively, "**Damages**") arising out of or resulting from, the provision of the Services or performance of the obligations set forth under the heading "Interim Management"; provided, however, that Coudersport and Bucktail shall not be obligated to indemnify Adelphia and its affiliates and agents from any Damages arising out of their gross negligence, bad faith or

willful misconduct. Adelphia shall indemnify and fully defend, save and hold Coudersport and Bucktail and its affiliates harmless if the Coudersport and Bucktail or any of its affiliates shall at any time or from time to time suffer any Damages, arising out of or resulting from, the gross negligence, bad faith or willful misconduct of Adelphia and its agent in connection with the provision of the Services or performance of the obligations set forth under the heading "Interim Management." At the end of the Interim Management Period, Adelphia shall have no further obligation to provide any services to Coudersport or Bucktail (except to cooperate in subsequent audits of payroll, taxes, copyright, franchise fees and similar matters incurred during Adelphia's management) and shall deliver to the Rigas Representative all books and records relating to Coudersport and Bucktail and shall relinquish dominion and control over the Retained Cable Assets; provided, however, that Adelphia may retain copies of such books and records.

17. Adelphia, on the one hand, and Coudersport, Bucktail and the rest of the Rigas Family, on the other hand, mutually agree not to solicit each other's subscribers during the 5-year period from April 1, 2005 through March 31, 2010.

18. Any dispute arising between the Parties concerning transition, interim management or operational issues shall be submitted to a panel of three arbitrators. Each Party shall select a neutral arbitrator who shall have no material relationships with any Party and shall certify as such in writing and the two neutral arbitrators will select the third arbitrator who shall have no material relationships with any Party and shall certify as such in writing. The Commercial Arbitration Rules of the American Arbitration Association (other than the rules relating to the selection of the arbitrator, which shall be governed by the preceding sentence) shall govern any such arbitration. The cost of the arbitration shall be paid in equal parts by

Adelphia and by Coudersport and/or Bucktail. The decision of the arbitrators shall be final and not appealable.

#### **Resolution of Claims and Litigation**

19. Immediately after the Forfeiture Date, the Rigas Family and Peter L. Venetis, on the one hand, and Adelphia, on the other hand (provided that Adelphia's covenant and agreement shall not extend to the Excluded Parties), covenant and agree not to sue each other, or in any manner assert, bring or commence any claim, action or proceeding against the other, on account of any obligation or liability arising from or relating to (a) the matters pleaded or which could have been pleaded in the Civil Action, or relating to the facts, transactions or circumstances on which it was or is based, and (b) any other facts, transactions or occurrences, whether known or unknown, suspected, contingent or claimed, existing as of the date of execution of this Agreement. In addition, nothing contained herein shall preclude any Party to this Agreement from seeking applicable remedies based on the failure of another Party to comply with a court order or satisfy its discovery obligations under applicable law. Nothing contained herein shall relieve any Party for liability for breach of this Agreement.

20. The forgoing covenant not to sue shall not release or impair any claim, suit or action against anyone other than the (a) Rigas Family (other than the Excluded Parties), (b) Peter L. Venetis and (c) Adelphia, or inure to the benefit of anyone not explicitly covered by this Agreement.

21. If, after the Forfeiture Date, any of Doris Rigas, Ellen Rigas Venetis, Mary Ann Rigas, M.D., Coudersport Theatre, Rigas Entertainment, Ltd., Roumali, Inc., SAGIR, Inc. or Songcatcher Films, LLC (the "**Claim Over Parties**") prosecutes a claim against a third party and

such third party asserts a claim against Adelpia for indemnity or contribution (or any similar type of "claim over"), the Claim Over Party shall reduce and mark satisfied any judgment obtained by the Claim Over Party against the third party to the extent of Adelpia's *pro rata* share of liability for the claim over. If, after the Forfeiture Date, Adelpia prosecutes a claim against a third party and such third party asserts a claim over against a Claim Over Party, Adelpia shall reduce and mark satisfied any judgment obtained by Adelpia against the third party to the extent of the Claim Over Party's *pro rata* share of liability for the claim over.

22. Within 10 business days following the Forfeiture Date, (a) Adelpia shall dismiss, with prejudice, as against the Rigas Family (other than the Excluded Parties) and Peter L. Venetis the Civil Action and the Real Estate Action, and upon such dismissal, the TROs shall be dissolved as to all Parties; and (b) all proofs of claim or interests filed by the Rigas Family and/or Peter L. Venetis against Adelpia shall be deemed expunged and the Rigas Family and/or Peter L. Venetis shall not thereafter file any proofs of claim or interest against Adelpia.

23. If Adelpia prosecutes a claim against a third party and such third party prevails on a claim against the Excluded Parties related to the underlying Adelpia claim, then, and only in such circumstance, shall Adelpia advance and reimburse the Excluded Parties for any defense costs incurred (but no other costs, expenses or liability) in defending a subsequent claim by such prevailing third party that the transfer of assets referenced in the third from last paragraph of the Background section was fraudulent or otherwise should be voided. In the event that Century ML Cable Venture or any of the "Telemedia Joint Ventures" (each a "**Subject Joint Venture**") recovers on a claim against the Excluded Parties, then Adelpia shall pay over to the Excluded Parties, as the case may be, any recoveries of or by Adelpia received by virtue of its proportionate share (based on its ownership interest) in the relevant Subject Joint Venture.

24. The section of this Agreement entitled "**Resolution of Claims and Litigation**" shall bind any person or committee asserting claims through or on behalf of Adelphia.

#### **Approval Process**

25. Promptly following execution of this Agreement by the Parties, Adelphia shall file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 9019 seeking approval of, among other things, this Agreement (the "**9019 Motion**"). The Parties shall advocate prompt approval of this Agreement. Adelphia shall have the right to lead and coordinate (including the right to review and approve any fees and expenses incurred or to be incurred by counsel for the Rigas Family) all efforts by the Parties to seek approval of this Agreement. The Forfeited Managed Entities, Coudersport and Bucktail shall bear all reasonable costs of any contested proceedings related to the 9019 Motion for their counsel, Dilworth Paxson, LLP and Brown Raysman Millstein Felder & Steiner LLP, up to a maximum of \$50,000. The Forfeited Managed Entities, Coudersport and Bucktail shall share such costs on a per-subscriber basis.

26. This Agreement shall constitute the legal valid and binding obligation (a) of the Rigas Family and Peter L. Venetis upon execution by all of the Parties hereto and (b) of Adelphia upon execution by all of the Parties hereto, the consent of the lenders under Adelphia's debtor-in-possession credit facility and the Bankruptcy Court entering an order approving the 9019 Motion and such order becoming final.

27. If (a) all Conditions Precedent (as such term is defined in the Rigas/Government Settlement Agreement as in effect on the date hereof and without giving effect to any subsequent amendments thereto) are not satisfied by June 1, 2005 or such other date as may be set for the sentencing of John J. Rigas and Timothy J. Rigas by the Hon. Leonard B. Sand, U.S.D.J., or

(b) the Rigas/Government Settlement Agreement or the Government/Adelphia Settlement Agreement is terminated, then any of the Parties which is not in material breach of this Agreement may, by written notice to the other Parties given no later than 10 days following written notice of the event giving rise to the right of termination, terminate this Agreement, whereupon this Agreement shall be of no further force and effect.

### **Representations and Warranties**

28. a. Each member of the Rigas Family and Peter L. Venetis, severally represents and warrants to Adelphia, and Adelphia represents and warrants to each member of the Rigas Family and Peter L. Venetis as follows:

(i) This Agreement constitutes, and upon execution of each other agreement, instrument, document and certificate contemplated by this Agreement (the “**Ancillary Agreements**”) to which it, he or she is a party, will constitute, in the case of Adelphia upon approval of the Bankruptcy Court, a legal, valid and binding obligation, enforceable against it, him or her in accordance with its terms.

(ii) It, he or she has had the benefit of professional advice from attorneys of it, his or her own choosing, is fully satisfied with that advice, and has relied solely and completely upon its, his or her own judgment together with the professional advice received prior to entering this Agreement. With the benefit of such professional advice, it, he or she has fully informed itself, himself or herself of the contents, terms, conditions and effects of this Agreement, has read and understood this Agreement and has



had its contents fully disclosed and explained to it, him or her by its, his or her attorneys and fully understand this Agreement.

b. Each member of the Rigas Family jointly and severally represents and warrants to Adelphia that:

(i) All of the entities listed on **Exhibit A** hereto are wholly owned and controlled by the Rigas Family or blood relatives of the Rigas Family.

(ii) All of the entities listed on **Exhibit C** hereto are wholly owned and controlled by the Rigas Family. To the best knowledge and belief of the Rigas Family, the Forfeited Managed Entities are the owners of all of the operating cable assets of the Rigas Family, other than the assets of Coudersport and Bucktail.

(iii) Peter L. Venetis and Mary Ann Rigas, M.D. have no interest in any of the Forfeited Assets or interest in (or position with) any of the entities listed on **Exhibit A**.

29. The Rigas Family has executed and delivered to Adelphia resolutions of each legal entity included in the Rigas Family sufficient to authorize this Agreement, in such form as is satisfactory to Adelphia. Adelphia has delivered to counsel for John J. Rigas a resolution of Adelphia Communications Corporation sufficient to authorize this Agreement.

#### **Miscellaneous Provisions**

30. (a) From and after the Forfeiture Date, Adelphia shall execute any and all instruments or documents necessary to remove its claims to or liens on real estate retained by the

Rigas Family under the Rigas/Government Settlement Agreement; (b) from and after the Forfeiture Date, the Rigas Family shall execute any and all instruments or documents necessary to remove its claims to or liens on real estate retained by Adelphia or to effect the transfer of Forfeited Assets.

31. This Agreement shall not constitute any admission of liability or concession by any Party as to any legal or factual position.

32. This Agreement is a full and final settlement and resolution of all disputes between (a) Adelphia and (b) the Rigas Family (other than the Excluded Parties) and Peter L. Venetis. Adelphia shall assume and incorporate the provisions of this Agreement in any plan that it proposes to the Bankruptcy Court.

33. This Agreement shall be binding on, and inure to the benefit of, any successors, assigns, heirs or trustees in bankruptcy of any of the Parties. Adelphia may assign all or a portion of this Agreement to one or more purchasers of all or substantially all of its assets.

34. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement shall not be modified, supplemented, amended or otherwise changed, or any of its provisions waived, in any manner whatsoever except by written instrument signed by the Parties. Whenever possible, each term of this Agreement shall be interpreted in such a manner as to be valid and enforceable. In the event that any term should be judicially determined to be or rendered invalid or unenforceable, all other provisions shall remain unaffected to the extent permitted by law.

35. The Parties, from time to time, shall take such further actions and execute such other documents as are reasonably requested by another Party, at the requesting Party's expense, to implement this Agreement and the transactions contemplated hereby. The Parties will cooperate with each other in providing reasonable and appropriate information as may be needed from time to time by the other, in the most efficient and cost-effective manner.

36. The plural shall include the singular and the singular shall include the plural, as the context may require. As used herein, "**Adelphia**" means Adelphia Communications Corporation and/or any or all of its subsidiaries. As used herein, "**Rigas Family**" means John J. Rigas, Doris Rigas, Michael J. Rigas, Timothy J. Rigas, James P. Rigas, Ellen Rigas Venetis and individuals and entities listed on **Exhibit A** hereto and/or any or all of them.


37. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the complete Agreement.

[Remainder of page intentionally left blank]

38. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to the principles of conflicts of law. The Bankruptcy Court shall have exclusive jurisdiction over the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed as of the date set forth above.

All of the Entities Defined as "Adelphia" in this Agreement  
By: ADELPHIA COMMUNICATIONS CORPORATION

By:   
Name: Brad Sonnen  
Title: Executive Vice President.

\_\_\_\_\_  
John J. Rigas

\_\_\_\_\_  
Doris Rigas

\_\_\_\_\_  
Michael J. Rigas

\_\_\_\_\_  
Timothy J. Rigas

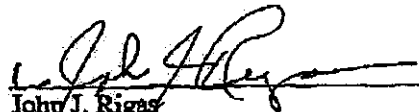
\_\_\_\_\_  
James P. Rigas

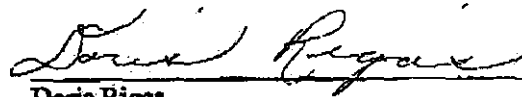
38. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to the principles of conflicts of law. The Bankruptcy Court shall have exclusive jurisdiction over the interpretation and enforcement of this Agreement.

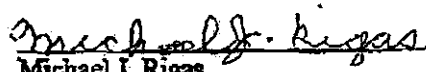
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed as of the date set forth above.

All of the Entities Defined as "Adelphia" in this Agreement  
By: ADELPHIA COMMUNICATIONS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

  
John J. Rigas

  
Doris Rigas

  
Michael J. Rigas

  
Timothy Y. Rigas

\_\_\_\_\_  
James P. Rigas

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All of the Entities Defined as "Adelphia" in this Agreement  
By: ADELPHIA COMMUNICATIONS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
John J. Rigas

\_\_\_\_\_  
Doris Rigas

\_\_\_\_\_  
Michael J. Rigas

\_\_\_\_\_  
Timothy J. Rigas

  
\_\_\_\_\_  
James P. Rigas

Mary Ann Rigas  
Mary Ann Rigas, M.D.

Ellen Rigas Venetis

Peter L. Venetis

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Apr-25-05 11:23am From-The Ritz-Carlton Golf Res.Golf/Concierge 2392543324  
APR-25-2005 00:35

T-582 P.003/005 F-580

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Mary Ann Rigas, M.D.



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Ellen Rigas Venetis

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Peter L. Venetis

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Mary Ann Rigas, M.D.

Ellen Rigas Venetis

  
Peter L. Venetis

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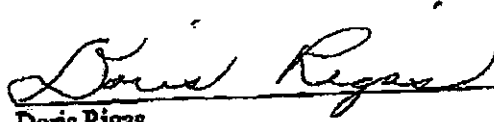
The following entities by one or more of the persons signing below in their capacity as an officer, member or partner of the entity, the member of the entity, the general partner, or entity performing a similar function:


Adelphia Cablevision Associates of Radnor, L.P.	Highland Holdings Puerto Rico LLC
Adelphia Cablevision of West Palm Beach, LLC	Highland Preferred Communications, LLC
Adelphia Cablevision of West Palm Beach II, LLC	Highland Preferred Communications 2001, LLC
Bucktail Broadcasting Corp.	Highland Prestige Georgia, Inc.
Coudersport Television Cable Co.	Highland Video Associates, L.P.
Coudersport Theatre	Hilton Head Communications, L.P.
Cablevision Business Services, Inc.	Illiad Holdings, Inc.
Desert Hot Springs Cablevision, Inc.	Ionian Communications, L.P.
Demetrios, Inc.	Island Partners, Inc.
Dobaire Designs	Kostas LLC
Dorellenic	Montgomery Cablevision Associates, L.P.
Dorellenic Cable Partners	NCAA Holdings, Inc.
Doris Holdings, L.P.	Niagara Frontier Hockey, L.P.
Eleni Acquisition, Inc.	Patmos, Inc.
Eleni Interiors, Inc.	Persephone Enterprises, Ltd.
Ergoarts, Inc.	Prestige Communications, Inc.
Gristmill Properties, Inc.	Preston Motors, Inc.
Henderson Community Antenna Television, Inc.	RFP Cable Holdings, Inc.
Highland 2000, LLC	Rigas Entertainment, Ltd.
Highland 2000, L.P.	Rigas Investments, LLC
Highland Carlsbad Cablevision, Inc.	Rigas Investments, L.P.
Highland Carlsbad Operating Subsidiary, Inc. (f/k/a Daniels Cablevision, Inc.)	Rournali, Inc.
Highland Communications, LLC	SAGIR, Inc.
Highland Holdings	Songcatcher Films, LLC
Highland Holdings II, G.P.	Syracuse Hilton Head Holdings, L.P.
	Wending Creek 3656, LLC
	Wending Creek Farms, Inc.
	Zito Corporation
	Zito L.P.

BY EACH OF THE FOLLOWING, AS APPLICABLE:

  
John J. Rigas

APR-25-2005 00:35

  
Doris Rigas

  
Michael J. Rigas

  
Timothy J. Rigas

James P. Rigas

  
Ellen Rigas Venetis

04/25/2005 09:14 FAX 814 274 7304  
APR.25.2005 9:26AM BROWN RAYSMAN

RIGAS OFFICES

NO.029 P.8 010/010

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Doris Rigas

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Michael J. Rigas

---

Timothy J. Rigas

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*James P. Rigas*  
James P. Rigas

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Ellen Rigas Venetis

## INDEX OF EXHIBITS

Exhibit A	Individuals and Entities Included in the "Rigas Family"
Exhibit B	Intentionally Omitted
Exhibit C	Forfeited Managed Entities and Other Forfeited Entities
Exhibit D	Intentionally Omitted
Exhibit E	Forfeited Real Estate
Exhibit F	Intentionally Omitted
Exhibit G	Coudersport and Bucktail Franchises
Exhibit H	Payments to Professionals
Exhibit I	Intentionally Omitted

## EXHIBIT A

### INDIVIDUALS AND ENTITIES INCLUDED IN THE "RIGAS FAMILY"

John J. Rigas  
Doris Rigas  
Michael J. Rigas  
Timothy J. Rigas  
James P. Rigas  
Mary Ann Rigas, M.D.  
Ellen Rigas Venetis  
The entities listed on Exhibit C  
Bucktail Broadcasting Corp.  
Coudersport Television Cable Co.  
Coudersport Theatre  
Demetrios, Inc.  
Dobaire Designs  
Dorellenic  
Dorellenic Cable Partners  
Doris Holdings, L.P.  
Eleni Acquisition, Inc.  
Eleni Interiors, Inc.  
Ergoarts, Inc.  
Gristmill Properties, Inc.  
Highland 2000, LLC  
Highland 2000, L.P.  
Highland Communications, LLC  
Highland Holdings  
Highland Holdings II, G.P.  
Highland Holdings Puerto Rico, LLC  
Highland Preferred Communications, LLC  
Highland Preferred Communications 2001, LLC  
Illiad Holdings, Inc.  
Island Partners, Inc.  
Kostas LLC  
NCAA Holdings, Inc.  
Niagara Frontier Hockey, L.P.  
Patmos, Inc.  
Persephone Enterprises, Ltd.  
Preston Motors, Inc.  
RFP Cable Holdings, Inc.  
Rigas Entertainment, Ltd.  
Rigas Investments, LLC  
Rigas Investments L.P.  
Roumali, Inc.  
SAGIR, Inc.  
Songcatcher Films, LLC  
Syracuse Hilton Head Holdings, L.P.  
Wending Creek 3656, LLC  
Wending Creek Farms, Inc.  
Zito Corporation  
Zito L.P.

## **EXHIBIT C**

### **FORFEITED MANAGED ENTITIES**

Adelphia Cablevision Associates of Radnor, L.P.  
Adelphia Cablevision of West Palm Beach, LLC  
Adelphia Cablevision of West Palm Beach II, LLC  
Cablevision Business Services, Inc.  
Desert Hot Springs Cablevision, Inc.  
Henderson Community Antenna Television, Inc.  
Highland Carlsbad Cablevision, Inc.  
Highland Carlsbad Operating Subsidiary, Inc. (f/k/a Daniels Cablevision, Inc.)  
Highland Prestige Georgia, Inc.  
Highland Video Associates, L.P.<sup>1</sup>  
Hilton Head Communications, L.P.  
Ionian Communications, L.P.  
Montgomery Cablevision Associates, L.P.  
Prestige Communications, Inc.

### **OTHER FORFEITED ENTITIES**

Dorellenic  
Dorellenic Cable Partners  
Doris Holdings, L.P.  
Eleni Acquisition, Inc.  
Highland Holdings  
Highland Holdings II, G.P.  
Highland 2000 L.P.  
Highland 2000 LLC  
Iliad Holdings, Inc.  
NCAA Holdings, Inc.

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<sup>1</sup> Highland Video Associates, L.P., a Forfeited Management Entity, owns part of Bucktail Broadcasting Corp., and that ownership interest is not forfeited, but rather transferred to an entity for the benefit of the Rigas Family other than John J. Rigas and Timothy J. Rigas, immediately prior to forfeiture.

## **EXHIBIT E**

### **FORFEITED REAL ESTATE**

#### **A. Section A: Property to be Forfeited and Retained by USA**

1. Real property (30.0 acres - Tennessee Road) located in Hebron Township, Pennsylvania, designated as Plot Parcel 120-001-060-2 in Book 272, Page 580 of Potter County, purchase dated July 27, 1998;
2. Real property (2.260 acres - Lot 1 & Lot 49) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-003-016-1 in Book 0287, Page 0297 of Potter County, purchase dated August 16, 2000;
3. Real property (4.4 acres) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-002-006 in Book 0280, Page 0912 of Potter County, purchase dated June 26, 2000;
4. Real property (17.040 acres Lot 47) Hebron Township, Coudersport, Pennsylvania, designated as Plot/Parcel 120-001A-009B in Book 0282, Page 0539 of Potter County, purchase dated September 25, 2000;
5. Real property (20.000 acres - Rt. 343) located in Coudersport, Pennsylvania, designated as Plot/Parcel 120-001-063A in Book 0284, Page 0378 of Potter County, purchase dated January 15, 2001;
6. Real property (210.50 acres - Lot 72) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-004-011A in Book 0278, Page 0243 of Potter County, purchase dated December 20, 1999;
7. Real property (8.660 acres - Lot 30, Rt. 52037) Hebron Township, Coudersport, Pennsylvania, designated as Plot/Parcel 120-001A-052 in Book 0276, Page 0599 of Potter County, purchase dated September 14, 1999;



8. Real property (150.000 acres - Lot 112) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-003-019 in Book 0278, Page 0170 of Potter County, purchase dated December 14, 1999;
9. Real property (2.600 acres Rt. 49) Eulalia Township, Coudersport, Pennsylvania, designated as Plot/Parcel 080-005-005 in Book 0278, Page 0929 of Potter County, purchase dated February 15, 2000;
10. Real property (52.430 acres Rt. 49) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-002-021-2 in Book 0274, Page 0675 of Potter County, purchase dated June 10, 1999;
11. Real property (1.090 acres) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-004-006-2 in Book 0271, Page 0104 of Potter County, purchase dated October 16, 1998;
12. Real property (420.190 acres - Lot 170) Hebron Township, Coudersport, Pennsylvania, designated as Plot/Parcel 120-001-014-1 in Book 0270, Page 0428 of Potter County, purchase dated August 6, 1998;
13. Real property (53.000 acres - Lot 99) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-003-017-1 in Book 0268, Page 0785 of Potter County, purchase dated May 18, 1998;
14. Real property (5.730 acres - Lot 3, Rt. 52037) Allegheny Township, Coudersport, Pennsylvania, designated in Book 0268, Page 0402 of Potter County, purchase dated April 17, 1998;
15. Real property (41.700 acres - Lot 86) Hebron Township, Coudersport, Pennsylvania, designated as Plot / Parcel 120-002-051 in Book 0267, Page 0797 of Potter county purchase dated March 24, 1998;

16. Real property (117.200 acres - Lot 86) Hebron township, Coudersport, Pennsylvania, designated as Plot/Parcel 120-002-022 in book 0267, Page 0797 of Potter County, purchase dated March 24, 1998;
17. Real property (24.100 acres Rt. 49 & 352) Hebron Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-001-002-1 in Book 0267, Page 0518 of Potter County, purchase dated January 23, 1998;
18. Real property (121.690 acres - Cobb Hill Rd.) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-003-016-7 in Book 278, Page 891 and Book 278, Page 884 and Book 276, Page 367 of Potter County, purchase dated January 24, 2000;
19. Real property (9.990 acres - Lot 2, Rt. 49) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-003-016-4 in Book 0288, Page 0490 of Potter County, purchase dated October 26, 2001;
20. Real property (85.000 acres - Lot 144) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-003-017A in Book 0284, Page 0048 of Potter County, purchase dated November 28, 2000;
21. Real property (41.620 acres) Allegheny Township, Coudersport, Pennsylvania, designated as Plot/Parcel 020-003-021-1 in Book 0285, Page 0509 of Potter County, purchase dated April 4, 2001;
22. Real property (2.380 acres - Lot 63, Rt. 52037) Allegheny Township, Coudersport, Pennsylvania, designated as Plot / Parcel 020-004-006-3 in Book 274, Page 0096 of Potter County, purchase dated May 10, 1999;